



Integrated Solutions

5280 Dutton Drive
Tynnsburg, OH 44087

Material Usage Agreement

Contract Number: _____ Commencement Date: _____

Customer Name: Accu-Weld LLC
(Legal Name of Business)

Customer: 1211 Ford St
Billing: Bensalem, PA 19020
Address:

Customer: SAME
Installation

Address:
(if different from
billing address)

Dear Customer:

Throughout this Material Usage Agreement ("Agreement") we use the words "you" and "your" to mean the Customer (or User). The words "we", "us" and "our" refer to GED, its successors and assigns ("the owner"). Usage is the length of material ordered in units of measure (units), purchased through GED and/or its Agent as detailed in the attached Schedule B.

1. Material Usage Agreement: We agree to provide to you the equipment, services and materials listed on the attached Schedule A which is made part hereof. You promise to pay us the minimum usage payment according to the terms and payment schedule shown below.
2. Terms and Payment Schedule:

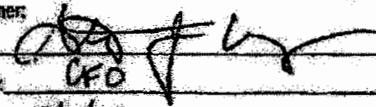
Number of Years	Units of Measure (Units)	Base Usage Charge Per Unit	Base Annual Usage Minimum Quantity	Security Deposit (in \$)
3.5 years (42 months)	foot	See attached Schedule B	857,142 FT.	\$3,000


Equipment Description, Services and Materials Included (Schedule A)

¼ x 5/8 Intergrid System - See quote for description

Payments are due on invoice, subject to the terms and conditions of paragraph 5 on the reverse side and fees set forth in paragraph 5, beginning on the Commencement Date and continuing for the number of years shown above. If any taxes are due, you agree to pay the tax in addition to your invoiced Payment. You agree to all the terms and conditions shown above and on the reverse side of this agreement, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement and not by course of performance. You warrant that this Agreement cannot be terminated except as provided for in this agreement. During the term of this agreement, you agree that we will be your sole and exclusive supplier of the materials included in this agreement. You acknowledge receipt of a copy of this Agreement. We have no obligation to you until we accept this Agreement by signing below.

3. Payment Adjustment: You agree with us that the Base Usage Charge Per Unit set forth above may be changed from time to time to reflect adjustments in our cost and the cost of the product. Accu-Weld's cost will be as low or lower than any other customer that GED sells to with similar volume. We will notify you of any changes in the Base Usage Charge Per Unit as soon as possible.

Owner:
By: 
Title: CFO
Date: 3/2/05

Customer:
By: 
Title: CEO
Date: 2/25/05

THIS AGREEMENT IS NON-CANCELABLE.

ADDITIONAL TERMS AND CONDITIONS

4. **NO WARRANTY:** We transfer to you for the term of this Agreement any warranties made by the manufacturer or the supplier. We are renting the equipment to you "as-is". You acknowledge that you have selected the equipment and the supplier based on your own judgment and that the supplier will provide you with warranty information if any. We make no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose in connection with this Agreement. You agree to continue making payments to us under this agreement, regardless of any claims you assert against the manufacturer or supplier.
5. **Late Fees & Collection Charges:** Payments per item #2 on the reverse side. Payments are due net thirty (30) from date of invoice. If any part of a payment is more than five (5) days past due, you agree to pay a late charge of 10% of the payment which is past due or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$20 for each check returned for non-sufficient funds or other reasons.
6. **Automatic Renewal:** This Agreement will automatically renew for successive twelve (12) Month terms unless you send us written notice that you don't want it to renew at least ninety (90) days before the end of any term. We may cancel the automatic renewal terms by sending you a written notice that we don't want this Agreement to renew, at least ninety (90) days before the end of any term.
7. **Ownership of Equipment:** We are the owner of the equipment and have title to the equipment. You authorize us to record Uniform Commercial Code ("UCC") financing statements.
8. **Supplies:** The charges established by this Agreement include payment for the use of the designated Equipment, related accessories and supplies. You will be billed for materials and supplies, on a per unit basis and agree to pay such amounts in accordance with paragraph 5, above. If your annual supplies do not meet or exceed the Base Annual Usage Minimum, you will pay to us an annual adjustment charge ("Annual Adjustment") equal to the difference between the Base Annual Usage Minimum and the Base Usage Charge for all supplies (by unit) ordered during the prior year. We will invoice you for the Annual Adjustment at the end of each year of the term of this Agreement and you agree to pay the Annual Adjustment as required by paragraph 5, above. You will not withhold payment of any amount due or otherwise default under this Agreement by reason of any claim that we have failed to perform our obligations to provide materials, services or any other reason.
9. **Location of Equipment; Corporate Maintenance:** You will keep and use the equipment only at your address shown above. You will maintain the Equipment in good working order at all times and at your cost and expense. You agree that the equipment will not be removed from that address unless you get our written permission in advance to move it. At the end of the Agreement's term, you will return the equipment to us at your expense in as good condition as received less normal wear and tear. If we received a security deposit, upon termination of this Agreement and provided that you are not in default of any of the terms and conditions of the Agreement, we shall return the security deposit to you. You will not change the jurisdiction of your state of incorporation or formation without at least 30 days prior written notice to us.
10. **Insurance:** You will provide at your expense, property insurance for the equipment, naming us as loss payee. You will also obtain a public liability insurance policy covering any personal injury or third party property damage. You will provide us evidence of such insurance when requested. If you are self-insured, you must provide us evidence with proof upon request and shall notify us in any material change of such insurance 30 days prior to said change. Failure to do so will be considered an event of default of this Agreement.
11. **Taxes and Fees:** You agree to pay when due all taxes, fines and penalties relating to this Agreement. If we pay any of the above for you, you agree to reimburse us on demand.
12. **Assignment:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN, RENT OR SUB-LEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement. You agree that if we sell, assign, or transfer this Agreement, the new owner, our lender or any assignee thereof or successor thereto will have the same rights and benefits that we have now.
13. **Default:** If you do not pay an invoice as required by paragraph 5, above, or you breach any of the terms or conditions of this Agreement, you will be in default of this Agreement. If you default, we may require that you pay a sum equal to all of the unpaid payments due under the full term of this Agreement as liquidated damages and not as a penalty. We can use any and all remedies available to us under the UCC or any other law. If we have to take possession of the equipment, you agree to pay the cost of repossession. You agree we are not responsible for any consequential or incidental damage related to the default or actions taken by us in the event of default. You agree to pay us reasonable attorney's fees and costs associated with any legal action we may take in the event of your default. In the event of your default under this Agreement, we may retain any security deposits to insure your performance under this Agreement.
14. **Other Rights:** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. The declaration of invalidity of any provision of this Agreement and/or Guaranty shall not affect any part of the remainder of the provisions of this Agreement and Guaranty. This Agreement is not binding on us until we sign it. Any change in any of the terms and conditions of this Agreement must be in writing and signed by us. You agree however, that we are authorized, with or without notice to you, to insert the Contract Number, Commencement Date and to supply missing information or to correct obvious errors in the Agreement.
15. **FORUM, LAW & JURY WAIVER:** You agree that the Laws of the State of Ohio shall govern this Agreement.

NCCC

GED Vendor Operating Agreement dated as of December 15, 1997

Schedule I
Minimum Base Payment
Revision date 4-1-05

This Schedule I relates solely to the GED Material Usage Agreement for the GED's Application Table for 3M[™] Accentrim[™] Products and any other products added by mutual consent and is a part of and incorporated by reference into the Master ILC/Vendor Operating Agreement referred to above by reference to the Seller thereunder and the date of such Master ILC/Vendor Operating Agreement, and adds the following terms and conditions thereto:

<u>Customer Name</u>	<u>Contract Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Monthly Payment</u>
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Accu-Weld LLC	483630004	4/1/05	10/1/08	\$ 4,112.32
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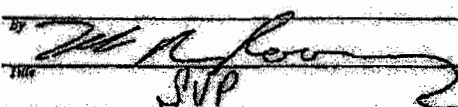
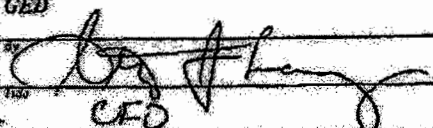
Total Monthly Minimum Base Payment effective April 1, 2005 **\$38,003.89**
Payment is due on the 1st of the month.

Payments should remit to:

National City Commercial Capital Corporation
P.O. Box 691355
Cincinnati, Ohio 45269-1355

Please reference all contract numbers and amount paid for each on remittance.

AGREED AND ACKNOWLEDGED TO BY:

NATIONAL CITY COMMERCIAL CAPITAL CORPORATION	GED
By 	By 
Title SVP	Title CEO
Date 4/11/05	Date 4/5/05

